

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE ("**First Amendment**") is made and entered into on the date of execution by both parties and retroactive to April 1, 2009, by and between WHEATON PLAZA REGIONAL SHOPPING CENTER L.L.P., a Maryland limited liability partnership ("**Landlord**"), and MONTGOMERY COUNTY, MARYLAND, a Body Corporate and Political and Political Subdivision of the State of Maryland ("**Tenant**").

R E C I T A L S :

A. Landlord and Tenant entered into that certain Wheaton Plaza Regional Shopping Center Lease dated June, 2006 (the "**Lease**"), whereby Landlord leased to Tenant and Tenant leased from Landlord those certain premises consisting of approximately 5,659 rentable square feet of space (the "**Existing Premises**") commonly known as Suite 407 located on the fourth (4th) floor and Suite 510 located on the fifth (5th) floor of that certain office building located at 11002 Viers Mill Road, Wheaton, Maryland ("**Building**").

B. Landlord and Tenant desire to amend the Lease for purposes of expanding the Existing Premises to include that certain space consisting of approximately 11,940 rentable and usable square feet of space commonly known as Suites 100 and 200 located on the first (1st), second (2nd) respectively (collectively the "**First Expansion Premises**") and that certain space consisting of approximately 1,037 rentable square feet commonly known as Suites 508 on the Fifth (5th) floor, respectively, of the Building (collectively, the "**Second Expansion Premises**"), as delineated on Exhibit A, attached hereto and made a part hereof, and to make such other modifications to the Lease as hereinafter provided.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this First Amendment.

2. **Modification of Premises.** Effective as of April 1, 2009 (the "**Expansion Commencement Date**"), the Existing Premises will be increased to include the First Expansion Premises. Landlord and Tenant hereby acknowledge that the addition of the First Expansion Premises to the Existing Premises will, effective as of the Expansion Commencement Date, increase the size of the Premises by 11,940 usable and rentable square feet. Consequently, effective upon the Expansion Commencement Date, the Existing Premises will be increased to include the First Expansion Premises. Notwithstanding any provision to the contrary contained in the Lease or this First Amendment, effective as April 1, 2009 (the "**Expansion Commencement Date**"), the Existing Premises and the First Expansion Premises shall be increased to include the Second Expansion Premises. Landlord and Tenant hereby acknowledge that such addition of the Second Expansion Premises to the First Expansion Premises and Existing Premises will, increase the size of the Premises by an additional 1,037 rental square feet. Consequently, effective upon the Expansion Commencement Date, the Existing Premises and the First Expansion Premises shall be increased to include the Second Expansion Premises. Notwithstanding any provision to the contrary contained in the Lease, such addition of the Second Expansion Premises to the Existing Premises and First Expansion shall, effective as of the Expansion Commencement Date, increase the size of the "Premises" to 18,636 rentable square feet of space. Except as otherwise specifically provided in this First Amendment, all references in the Lease and this First Amendment to the term "Premises" shall include the Existing Premises and the Expansion Premises.

3. **Lease Term.**

3.1. **Lease Term with respect to the Existing Premises.** Notwithstanding any provision to the contrary contained in this First Amendment, the Lease Term with respect to the Existing Premises (which Lease Term includes the "Expansion Term" set forth in this Section 3 of the First Amendment) will expire (unless sooner terminated as provided in the Lease) on April 30, 2016.

3.2. **Expansion Term.** Notwithstanding anything to the contrary set forth in the Lease or this First Amendment, and notwithstanding that the Lease Term with respect to the Existing Premises may not expire conterminously, the term of the Lease with respect to the First Expansion Premises and the Second Expansion Premises only will expire on March 30, 2014 (the "**Expansion Expiration Date**"), unless sooner terminated as provided in the Lease, as amended. The period of time beginning on the Expansion Commencement Date and ending on the Expansion Expiration Date shall be referred to as the "**Expansion Term.**"

4. **Base Rent.**

4.1. **Existing Premises.** For the duration of Tenant's lease of the Existing Premises (as more particularly set forth in Section 3 of the First Amendment), Tenant shall pay Base Rent for the Existing Premises in accordance with the terms of Section 3 of the Original Lease.

4.2. **First Expansion Premises/Second Expansion Premises.** Commencing on the Expansion Commencement Date and continuing throughout the Expansion Term, Tenant shall pay to Landlord monthly installments of Base Rent for the First Expansion Premises and the Second Expansion Premises only as follows:

| <u>First Amendment Expansion Term Year</u> | <u>Annual Base Rent</u> | <u>Monthly Installment of Base Rent</u> | <u>Annual Rental Rate Per Rentable Square Foot</u> |
|--|-----------------------------|---|--|
| 1 | \$298,470.96 | \$24,872.58 | \$23.00 |
| 2 | \$307,425.13 | \$25,618.76 | \$23.69 |
| 3 | \$316,647.88 | \$26,387.32 | \$24.40 |
| 4 | \$326,147.32 | \$27,178.94 | \$25.13 |
| 5 | \$335,931.74 | \$27,994.31 | \$25.89 |

Concurrently with Tenant's execution of this First Amendment, Tenant will pay to Landlord the amount of Base Rent due from the Expansion Commencement Date through the execution date of this First Amendment as set forth in the rent schedule immediately above.

5. **Tenant's Share of Operating Expenses and Tax Expenses.**

5.1. **Existing Premises.** For the duration of Tenant's lease of the Existing Premises (as more particularly set forth in Section 3 of the First Amendment), Tenant will pay Tenant's Share of the annual Operating Expenses and Tax Expenses in connection with the Existing Premises in accordance with the terms of Article 4 of the Lease.

5.2. **First Expansion Premises/Second Expansion Premises.** Except as specifically set forth in this Section 5.2, commencing on the Expansion Commencement Date, Tenant will pay Tenant's Share of Operating Expenses in connection with the First Expansion Premises and Second Expansion Premises in accordance with the terms of Article 4 of the Lease, provided that with respect to the calculation of Tenant's Share of Operating Expenses in connection with the First Expansion Premises and Second Expansion Premises, the following shall apply:

5.2.1 Tenant's Share shall equal 17.929% (i.e., 16.649% for the First Expansion Premises; and 1.28% for the Second Expansion Premises); and

5.2.2 the Base Year shall be the calendar year 2009.

6. **Condition of the Premises.**

6.1. **Existing Premises.** Landlord and Tenant acknowledge that Tenant has been occupying the Existing Premises pursuant to the Lease, and therefore Tenant continues to accept the Existing Premises in its presently existing, "as-is" condition. Landlord will not be obligated to provide or pay for any improvement work or services related to the improvement of the Existing Premises. Further, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Existing Premises or with respect to the suitability of the same for the conduct of Tenant's business.

6.2. **First Expansion Premises.** Landlord and Tenant acknowledge that Tenant has been occupying the First Expansion Premises, and therefore Tenant continues to accept the First Expansion Premises in its presently existing, "as-is" condition. Except as specifically set forth in this First Amendment and in the Tenant Work Letter attached hereto as Exhibit B, Landlord will not be obligated to provide or pay for any improvement work or services related to the improvement of the First Expansion Premises. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the First Expansion Premises or the Building or with respect to the suitability of any of the foregoing for the conduct of the Tenant's Premises, except as specifically set forth in this First Amendment and the Tenant Work Letter.

6.3. **Second Expansion Premises.** Landlord and Tenant acknowledge that Tenant shall accept the Second Expansion Premises in its then existing "as-is" condition, and, except as specifically set forth in this First Amendment and in the Tenant Work Letter attached hereto as Exhibit B, Landlord will not be obligated to provide or pay for any improvement work or services related to the improvement of the Second Expansion Premises. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Second Expansion Premises or the Building or with respect to the suitability of any of the foregoing for the conduct of the Tenant's Premises, except as specifically set forth in this First Amendment and the Tenant Work Letter.

7. **Broker.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this First Amendment, and that they know of no real estate broker or agent who is entitled to a commission in connection with this First Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent occurring by, through, or under the indemnifying party. The terms of this Section 7 shall survive the expiration or earlier termination of this First Amendment.

8. **Notices.** Notwithstanding anything to the contrary set forth in the Lease, effective as of the date of this First Amendment, any Notices to Landlord must be sent, transmitted, or delivered, as the case may be, to the following addresses:

Wheaton Plaza Regional Shopping Center L.L.P.
c/o Westfield LLC
11601 Wilshire Boulevard, 12th Floor
Los Angeles, California 90025
Attention: Commercial Leasing

9. **Security Deposit.** Concurrently with Tenant's execution of this First Amendment, Tenant shall deposit with Landlord a security deposit (the "Security Deposit") in an amount equal to Twenty-Four Thousand and 00/100 Dollars (\$24,000.00). The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this First Amendment to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions of this First Amendment or Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. If Tenant shall fully and faithfully perform every

provision of this Lease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within sixty (60) days following the expiration of the Lease Term. Landlord shall have no obligation to segregate the Security Deposit from its general funds and Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives the provisions of law, statute or ordinance with respect to the Security Deposit to the extent inconsistent with the terms of this Section 9 of this First Amendment.

10. **No Further Modification.** In the event of any conflict between the Lease and this First Amendment, the terms of this First Amendment shall prevail. Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall apply with respect to the Expansion Premises and shall remain unmodified and in full force and effect.

[Signatures follow on next page]

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first above written.

"LANDLORD"

WHEATON PLAZA REGIONAL SHOPPING CENTER
L.L.P.,
a Maryland limited liability partnership

By: Wheaton Plaza No. 1 LLC,
a Delaware limited liability company,
its managing partner

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability
company,
its general partner

By: 
Name: Aline Taireh
Title: Assistant Secretary

"TENANT"

MONTGOMERY COUNTY, MARYLAND,
a body corporate and politic and political subdivision of
the State of Maryland

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to Form and Legality

Office of County Attorney

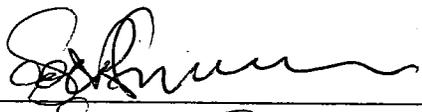
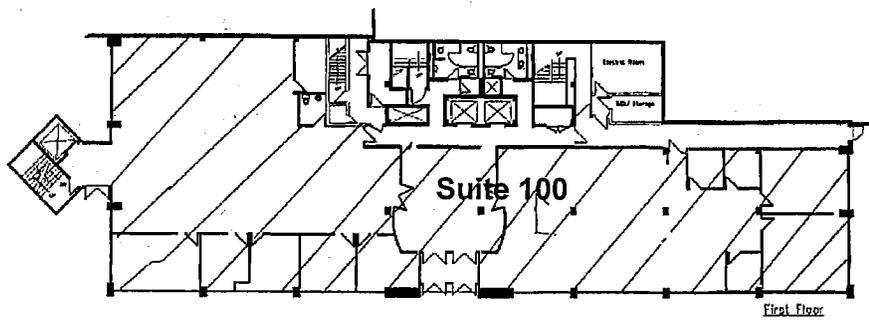
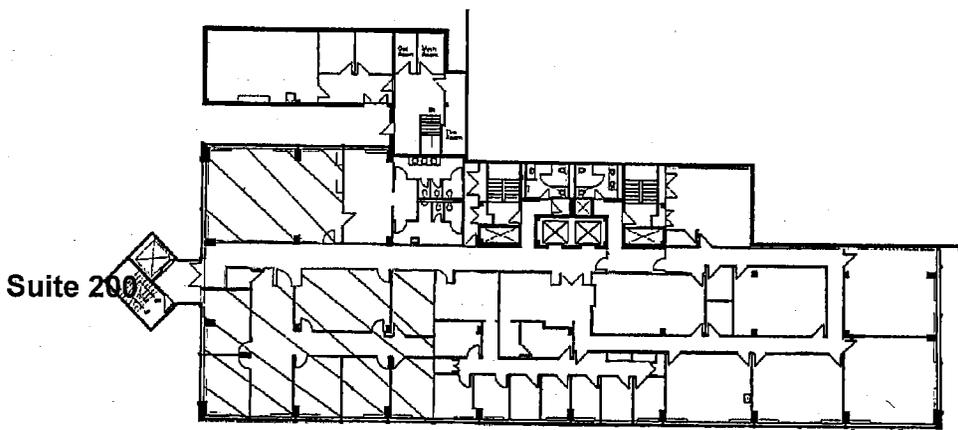
By:  3-10-2011
Name: Scott Fournier
Title: Associate Co. Atty

EXHIBIT A

WHEATON PLAZA REGIONAL SHOPPING CENTER
OUTLINE OF FIRST AMENDMENT EXPANSION PREMISES
“First Expansion Premises”



First Floor
Project: South Wing Building
1102 West 4th Street
Montgomery, MD 20814



Second Floor
Project: South Wing Building
1102 West 4th Street
Montgomery, MD 20814

“Second Expansion Premises”

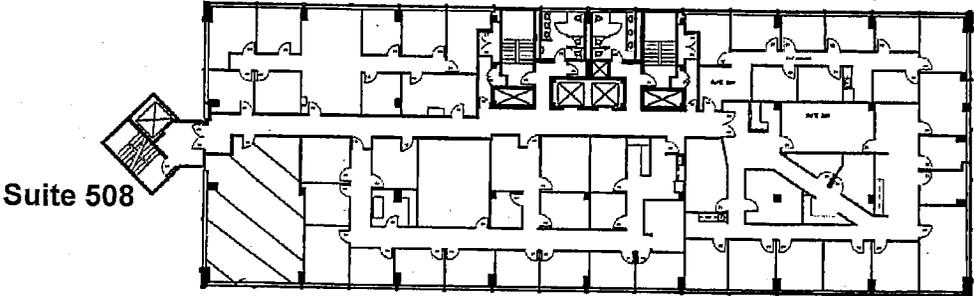


EXHIBIT B

WHEATON PLAZA REGIONAL SHOPPING CENTER

TENANT WORK LETTER

EXHIBIT B

I. **First Expansion Premises.** Landlord and Tenant acknowledge that Tenant has been occupying the First Expansion Premises. Except as specifically set forth herein, Landlord shall not be obligated to construct or install any improvements or facilities of any kind in the First Expansion Premises, and Tenant shall continue to accept the First Expansion Premises in its currently-existing, "as-is" condition. Notwithstanding the foregoing, Landlord hereby agrees, at Landlord's sole cost and expense, to (a) remove the existing carpet located within the First Expansion Premises and install Building standard carpeting of Tenant's choice (subject to availability) within the First Expansion Premises; (b) apply one (1) coat of Building standard paint to the interior walls of the Expansion Premises; and (c) replace the existing toilet in suite 100 of the First Expansion Premises and install Building standard toilet within such suite (the "**First Expansion Premises Tenant Improvements**"). The First Expansion Premises Tenant Improvements shall be completed to Landlord's "Building standard" condition, using Building standard methods, materials, and procedures, in Building standard color or colors (if applicable) to be designated by Tenant, subject to availability, which designation shall be made by Tenant within five (5) days following Landlord's request therefor. Since Tenant is currently occupying the First Expansion Premises, Landlord agrees that it shall use commercially reasonable efforts to perform the First Expansion Premises Tenant Improvements in a manner so as to minimize interference with Tenant's use of the First Expansion Premises. Tenant hereby acknowledges that, notwithstanding Tenant's occupancy of the First Expansion Premises during the performance of the First Expansion Premises Tenant Improvements, Tenant shall provide a clear working area for such work, if necessary (including, but not limited to, the moving of furniture, fixtures and Tenant's property away from the area in which Landlord is constructing the First Expansion Premises Tenant Improvements). Tenant hereby agrees that the performance of the First Expansion Premises Tenant Improvements shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the First Expansion Premises Tenant Improvements, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the First Expansion Premises Tenant Improvements, or for any inconvenience or annoyance occasioned by the First Expansion Premises Tenant Improvements. Notwithstanding anything to the contrary set forth in the Lease or this First Amendment, Landlord shall not be obligated to commence construction of such First Expansion Premises Tenant Improvements until after the execution of this First Amendment.

II. **Second Expansion Premises.** This Tenant Work Letter shall set forth the terms and conditions relating to the construction of the tenant improvements in the Second Expansion Premises. This Tenant Work Letter is essentially organized chronologically and addresses the issues of the construction of the Second Expansion Premises, in sequence, as such issues will arise during the actual construction of the Second Expansion Premises. All references in this Tenant Work Letter to Articles or Sections of "**this Amendment**" shall mean the relevant portion of Sections 1 through 10 of the First Amendment to which this Tenant Work Letter is attached as Exhibit B and of which this Tenant Work Letter forms a part, all references in this Tenant Work Letter to Articles or Sections of "**this Lease**" shall mean the relevant portions of Sections 1 through 29 of the Lease being amended by this Amendment, and all references in this Tenant Work Letter to Sections of "**this Tenant Work Letter**" specific to the Second Expansion Premises shall mean the relevant portions of Sections 1 through 6 of this Tenant Work Letter. Tenant shall accept the Second Expansion Premises from Landlord in its presently existing, "as-is" condition and Landlord will not be obligated to provide or pay for any improvement work or services related to the improvement of the Second Expansion Premises except as set forth in this Tenant Work Letter. Notwithstanding anything to the contrary set forth in the Lease or this First Amendment, Landlord shall not be obligated to commence construction of such Second Expansion Premises Tenant Improvements until after the execution of this First Amendment.

SECTION 1

CONSTRUCTION DRAWINGS FOR THE SECOND EXPANSION PREMISES

Landlord shall construct the improvements in the Second Expansion Premises (the "**Second Expansion Premises Tenant Improvements**") generally in accordance with that certain Pricing Plan dated December 4, 2008, and prepared by Arium Architecture Engineers (collectively, the "**Approved Working Drawings**"), and in accordance with Building standard methods, materials and finishes. Tenant shall make no changes or modifications to the Approved Working Drawings without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion if such change or modification would directly or indirectly delay the "Substantial Completion," as that term is defined in Section 5.1 of this Tenant Work Letter, of the Second Expansion Premises or increase the cost of designing or constructing the Second Expansion Premises Tenant Improvements. To the extent necessary, Tenant shall cooperate in good faith with Landlord's architects and engineers to supply information, if any, required to allow the Landlord's architects and engineers to complete any additional architectural and engineering drawings which Landlord deems necessary for the construction of the Second Expansion Premises Tenant Improvements in the Second Expansion Premises.

SECTION 2

OVER-ALLOWANCE AMOUNT

In the event that after Tenant's execution of this Amendment, any revisions, changes, or substitutions shall be made to the Approved Working Drawings or the Tenant Improvements, any additional costs which arise in connection with such revisions, changes or substitutions shall be paid by Tenant to Landlord immediately upon Landlord's request as an over-allowance amount (the "**Over-Allowance Amount**"). Immediately upon request, Tenant shall deliver to Landlord the Over-Allowance Amount, prior to the commencement or continuation of any construction of the Second Expansion Premises Tenant Improvements.

SECTION 3

CONTRACTOR'S WARRANTIES AND GUARANTIES

Landlord hereby assigns to Tenant all warranties and guaranties by the contractor who constructs the Tenant Improvements (the "**Contractor**") relating to the Second Expansion Premises Tenant Improvements, and Tenant hereby waives all warranty and guarantee claims against Landlord relating to, or arising out of the construction of, the Second Expansion Premises Tenant Improvements, in accordance with the limitations set forth in Section 29.31, Indemnification by Tenant of the Lease.

SECTION 4

TENANT'S COVENANTS

Tenant hereby protects, defends, indemnifies and holds Landlord harmless for any loss, claims, damages or delays arising from the actions of Tenant's space planner/architect on the Second Expansion Premises or in the Building, in accordance with the limitations set forth in Section 29.31, Indemnification by Tenant of the Lease. In addition, immediately after the Substantial Completion of the Second Expansion Premises, Tenant shall have prepared and delivered to the Building a copy of the record set of plans and specifications (including all working drawings) for the Second Expansion Premises Tenant Improvements.

SECTION 5

COMPLETION OF THE SECOND EXPANSION PREMISES TENANT IMPROVEMENTS

5.1 Substantial Completion. For purposes of this Lease, "**Substantial Completion**" of the Second Expansion Premises shall occur upon the occurrence of the following: (i) if required,

Landlord's receipt of a temporary certificate of occupancy or its equivalent (e.g., a final sign-off by the Building Inspector) for the Second Expansion Premises allowing Tenant to lawfully occupy the Second Expansion Premises; and (ii) substantial completion of the construction of the Second Expansion Premises Tenant Improvements in the Second Expansion Premises pursuant to the Approved Working Drawings, with the exception of any minor or cosmetic punch list items and any tenant fixtures, work-stations, built-in furniture, or equipment to be installed by or for Tenant or under the supervision of Contractor.

5.2 Delay of the Substantial Completion of the Second Expansion Premises. Except as provided in this Section 5.2, the date of Substantial Completion of the Second Expansion Premises Tenant Improvements shall occur as set forth in Section 5.1 above. If there shall be a delay or there are delays in the Substantial Completion of the Second Expansion Premises Tenant Improvements, as set forth in this Work Letter Agreement, as a direct, indirect, partial, or total result of: ("**Tenant Delay**"):

5.2.1 Tenant's failure to approve any matter requiring Tenant's approval within five (5) business days;

5.2.2 A breach by Tenant of the terms of this Tenant Work Letter or the Lease;

5.2.3 Tenant's request for changes in the Approved Working Drawings;

5.2.4 Changes in any of the Approved Working Drawings because the same do not comply with applicable laws;

5.2.5 Tenant's requirement for materials, components, finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Second Expansion Premises, as set forth in the Lease, or which are different from, or not included in, Landlord's standard improvement package items for the Building;

5.2.6 Changes to the base, shell and core work of the Building required by the Approved Working Drawings; or

5.2.7 Any other acts or omissions of Tenant, or its agents, or employees; then, notwithstanding anything to the contrary set forth in the Lease or this Tenant Work Letter and regardless of the actual date of the Substantial Completion of the Second Expansion Premises, the Substantial Completion of the Second Expansion Premises shall be deemed to be the date the Substantial Completion of the Second Expansion Premises would have occurred if no Tenant delay or delays, as set forth above, had occurred.

SECTION 6

MISCELLANEOUS

6.1 Intentionally deleted.

6.2 Tenant's Representative. Tenant has designated Mr. Hugh Bailey as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

6.3 Landlord's Representative. Landlord has designated Mr. Gerald Wright as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

6.4 Time of the Essence in This Tenant Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where Tenant is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Landlord's sole option, at the end of such period the item shall automatically be deemed approved or delivered by Tenant and the next succeeding time period shall commence.

6.5 **Tenant's Lease Default.** Notwithstanding any provision to the contrary contained in this Lease, if an event of default as described in Section 19 of the Lease, or a default by Tenant under this Tenant Work Letter, has occurred at any time on or before the Substantial Completion of the Second Expansion Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, as hereby amended, Landlord shall have the right to cause Contractor to cease the construction of the Second Expansion Premises (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Second Expansion Premises caused by such work stoppage as set forth in Section 5 of this Tenant Work Letter), and (ii) all other obligations of Landlord under the terms of this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease, as hereby amended.

6.6 **No Constructive Eviction.** Tenant hereby acknowledges that, notwithstanding Tenant's occupancy of the Second Expansion Premises during the construction of the Second Expansion Premises Tenant Improvements by Landlord, Landlord shall be permitted to construct the Second Expansion Premises Tenant Improvements in the Second Expansion Premises during normal business hours, without any obligation to pay overtime or other premiums; the Second Expansion Premises Tenant Improvements to be constructed in the Second Expansion Premises may be constructed during hours other than 8:00 a.m. to 6:00 p.m. Monday through Friday.. Tenant hereby agrees that the construction of the Second Expansion Premises Tenant Improvements shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of rent payable pursuant to this Lease, as hereby amended. Landlord shall use commercially reasonable efforts to cause Contractor to construct all Second Expansion Premises Tenant Improvements in a manner, whenever reasonably possible, which will minimize any material, adverse or unreasonable interference with Tenant's business operations. Subject to the foregoing, Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the construction of the Second Expansion Premises Tenant Improvements, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Second Expansion Premises or of Tenant's personal property or improvements resulting from the construction of the Second Expansion Premises Tenant Improvements or Landlord's actions in connection with the construction of the Second Expansion Premises Tenant Improvements, or for any inconvenience or annoyance occasioned by the construction of the Second Expansion Premises Tenant Improvements or Landlord's actions in connection with the construction of the Second Expansion Premises Tenant Improvements.

6.7 **Tenant Co-operation.** Tenant shall promptly and diligently cooperate and comply with Landlord's construction schedule for the Second Expansion Premises Tenant Improvements, including, but not limited to, providing a clear working area for such construction and moving Tenant's furniture, fixtures and personal property away from the area in which the work is to be performed.

SCHEDULE 1 TO EXHIBIT B

WHEATON PLAZA REGIONAL SHOPPING CENTER

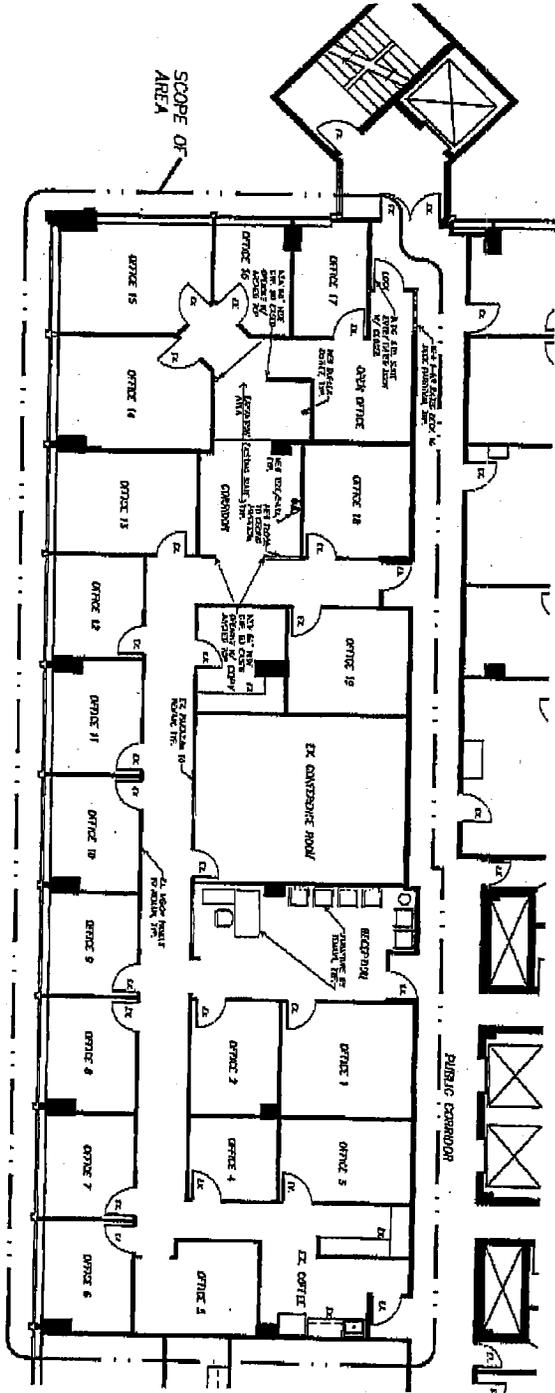
APPROVED WORKING DRAWINGS

PRICING PLAN FOR
MONTGOMERY
COUNTY



CRITICAL DIMENSIONS SHALL NOT BE SCALED
 NOT TO SCALE
 EXISTING CONDITIONS HAVE BEEN PARTIALLY
 FIELD VERIFIED BY ARJUM, INC.

| | | |
|--|--|--|
| ARJUM AE | | 5507 37th ANNOUNCES RD COLLETSVILLE, MD 20746 PHONE (410) 790-2800 FAX (410) 790-2790 |
| ARCHITECTURE ENGINEERING PLANNING | | |
| PROJECT: MONTGOMERY COUNTY SITES 508 11002 VETTES MILL RD WHEATON, MD 20902 | | DATE: 11/18/09 BY: J. H. B. FILE: 11/18/09 DRAWN BY: J. H. B. INV: J. H. B. |



*Approved
 for use
 M. S. G. G. G.
 12/12/09*

SCHEDULE 1 TO EXHIBIT B

WHEATON PLAZA REGIONAL SHOPPING CENTER

APPROVED WORKING DRAWINGS

PRICING PLAN FOR:
MONTGOMERY COUNTY

PRICING PLAN NOTES:

FURNITURE SHOWN IN PLAN IS DIAGRAMMATIC ONLY AND IS NOT IN CONTRACT.

ALL DIMENSIONS ARE APPROXIMATE AND SHOULD NOT BE USED BY ANY PARTY TO ORDER FURNISHINGS OR MILLWORK.

EXPANSION AREA SUITE SHALL RECEIVE NEW BUILDING STANDARD CARPET UNLESS NOTED OTHERWISE. PATCH CARPET IN EXISTING SUITE AS REQUIRED FOR NEW CONSTRUCTION.

EXPANSION AREA SUITE SHALL RECEIVE NEW BUILDING STANDARD VINYL COVE BASE UNLESS NOTED OTHERWISE. EXTEND VINYL COVE BASE AS REQUIRED FOR NEW CONSTRUCTION.

EXPANSION AREA SUITE WALLS SHALL RECEIVE BUILDING STANDARD FLAT WALL PAINT UNLESS NOTED OTHERWISE. PAINT IN EXISTING SUITE AS REQUIRED FOR NEW CONSTRUCTION.

ALL NEW DOORS WITHIN SUITE WILL BE SUITE STANDARD AND MATCH EXISTING DOOR SIZE AND FINISH OF DOORS SCHEDULED TO REMAIN.

ALL DOORS SHALL HAVE PASSAGE SET HARDWARE UNLESS NOTED OTHERWISE.

EXISTING MILLWORK IS SCHEDULED TO REMAIN. PROVIDE A PRICE ALTERNATE TO REPLACE EXISTING SINK WITH ADA COMPLIANT DROP SINK.

EXISTING CEILING GRID AND PANELS WILL REMAIN. DAMAGED AND MISSING COMPONENTS WILL BE REPLACED. NEW COMPONENTS SHALL MATCH EXISTING.

EXISTING LIGHTS WILL BE REUSED, CLEAN AND RELAMP. REPAIR OR REPLACE ANY BROKEN OR MISSING COMPONENTS. NEW COMPONENTS SHALL MATCH EXISTING.

EXISTING ELECTRICAL AND DATA/TELEPHONE OUTLETS ARE TO REMAIN AND ARE NOT SHOWN IN THE PLAN. ALL NEW ELECTRICAL AND DATA/TELEPHONE OUTLETS ARE SHOWN IN THE PLAN (LOCATED 18" A.F.F. UNLESS NOTED OTHERWISE). EXISTING OUTLETS CAN BE SUBSTITUTED FOR NEW OUTLETS OF THE SAME TYPE IF THEY ARE LOCATED IN THE SAME AREA.

DATA/TELEPHONE OUTLET WORK BY LANDLORD WILL BE LIMITED TO PROVIDING A RING & STRING IN THE WALL. ALL OTHER DATA/TELEPHONE WORK WILL BE UNDERTAKEN BY THE TENANT.

CONTRACTOR SHALL MODIFY LIGHTING, SWITCHING, HVAC AND SPRINKLER SYSTEM TO REFLECT NEW PLAN.

| | |
|--------------------------|--|
| ARIUM AE | SUITE 435 5597 TWIN KROLLS RD. COLUMBIA, MD. 21045 |
| ARCHITECTURE ENGINEERING | BALE (410) 790-2300 |
| INTERIORS | PLANNING |
| | WASH. (301) 821-4800 FAX (410) 790-2796 |

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| PROJECT: MONTGOMERY COUNTY SUITE 508 11002 VEIRS MILL RD WHEATON, MD 20902 | DWG: BL1b DATE: 12-4-08 FILE: VM1MBL1 DRAWN BY: DH/SLA |
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